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DATE FILED: 3-14-08

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JOSEPH ALVARADO,

Plaintiff,

v.

NAOMI C. EARP,  
U.S. EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Defendant.  
----- x

STIPULATION AND ORDER OF  
SETTLEMENT AND DISMISSAL

07 Civ. 3819 (VM)

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff Joseph Alvarado ("Plaintiff") and defendant Naomi Churchill Earp, Chair of the United States Equal Employment Opportunity Commission ("Defendant"), by her attorney, Michael J. Garcia, United States Attorney for the Southern District of New York, as follows:

1. The parties agree to settle and compromise this action on the terms indicated below.
2. Plaintiff hereby withdraws with prejudice any Equal Employment Opportunity complaint and/or any federal lawsuit that is currently pending against the Defendant; the United States Equal Employment Opportunity Commission ("EEOC"); any current or former officer, agent or employee of the EEOC; or the United States of America's departments, agencies, current or former agents, officials, and employees; including, but not limited to, the following EEO complaint filed with the EEOC: (1) EEO Complaint No. 200600046.
3. This action is hereby dismissed with prejudice and without costs or disbursements or fees as against any party, other than as set forth herein.
4. In consideration of the promises made by Plaintiff herein, Defendant will pay

Plaintiff the sum of \$3,601.06 (Three Thousand Six Hundred One Dollars and Six Cents) (the "Settlement Amount"), which sum, in addition to the provisions set forth below in paragraph 5, are in full and final settlement and satisfaction of the action. Payment of the Settlement Amount shall be made within a reasonable time after the entry of this stipulation and order by direct deposit to the banking account that Plaintiff has designated for the purpose of payroll.

5. Plaintiff agrees to inform the EEOC no less than 60 days prior to retirement of his intent to retire. Prior to the effective date of Plaintiff's retirement, the EEOC will credit his sick leave balance with 888 hours of sick leave. Plaintiff agrees that he will not apply for, nor will he be allowed to use, any of the 888 hours of credited sick leave balance prior to his retirement. The Government is not obligated to credit Plaintiff's sick leave balance with 888 hours of sick leave unless Plaintiff provides notice of his intent to retire no less than 60 days prior to his retirement. The provisions of this paragraph are referred to collectively in this document as the "Additional Settlement Provisions."

6. Plaintiff agrees that acceptance of the Settlement Amount and the Additional Settlement Provisions is in full settlement of any and all claims Plaintiff has or may hereafter acquire against Defendant or any department, agency, agent, officer, or employee of the United States of America, including, but not limited to, the EEOC, and its officers, agents, and employees, on account of the incidents or circumstances giving rise to this action. Plaintiff further agrees to release Defendant and all departments, agencies, agents, officers, and employees of the United States of America, including, but not limited to the EEOC, and its officers, agents, and employees, from any and all claims arising directly or indirectly from the subject matter of this action, upon compliance with the terms of this stipulation and order.

7. This stipulation and order shall not constitute an admission of liability or fault on the part of any party hereto or any official, employee, or agent of any party hereto.

8. Plaintiff will indemnify and hold harmless Defendant, the United States of America, the EEOC, and their departments, agencies, officers, agents, and employees, from any and all claims arising from the assignment of claims or liens upon the Settlement Amount and the Additional Settlement Provisions, and this stipulation and order shall constitute a written agreement to that effect.

9. Payment of the Settlement Amount shall be made by Defendant to Plaintiff only after execution by the parties and entry by the Court of this stipulation and order.

10. Settlement of this action is without costs or interest and is inclusive of any claim for attorney's fees in accordance with 42 U.S.C. § 2000e-5(k).

11. Plaintiff understands that taxes will not be withheld from the Settlement Amount. Plaintiff represents and warrants that he shall assume all responsibility for, and shall protect, indemnify, defend, and hold Defendant harmless from and against, any and all claims, losses, damages, liability, suits, actions, judgments, costs, penalties, and expense resulting from any liability or claim of liability for any amounts assessed by or due to any federal, state, or local government or agency thereof, including, but not limited to, federal, state, and local taxes owed in connection with the payment to him.

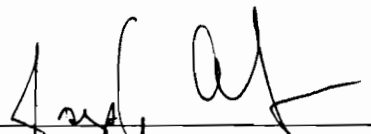
12. The parties understand and agree that this stipulation and order contains the entire agreement between them, and that no statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect.

13. This stipulation and order and the releases contained herein shall be governed by, interpreted under, and construed in accordance with federal law in this jurisdiction.

14. This stipulation and order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. This stipulation and order may be executed in one or more counterparts, each of which shall be deemed to be one and the same stipulation and order.

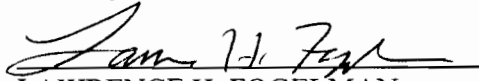
Dated: New York, New York  
March \_\_, 2008

  
JOSEPH ALAVARADO

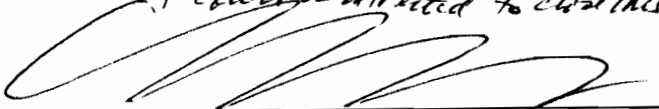
Dated: New York, New York  
March 14, 2008

MICHAEL J. GARCIA  
United States Attorney for the  
Southern District of New York  
Attorney for Defendant

By:

  
LAWRENCE H. FOGELMAN  
Assistant United States Attorney  
86 Chambers Street, 3rd Floor  
New York, New York 10007  
Tel.: (212) 637-2719  
Fax: (212) 637-2730  
Lawrence.Fogelman@usdoj.gov

SO ORDERED: 14 March 2008  
*The Clerk of Court is directed to close this case.*



HONORABLE VICTOR MARRERO  
UNITED STATES DISTRICT JUDGE